



American Samoa Power Authority

P.O. Box PPB

Pago Pago, American Samoa 96799

Telephone: (684) 699-3057

Email: bids@aspower.com

Website: www.aspower.com



REQUEST FOR PROPOSALS (RFP)

FOR

PAVAIAI TO FUTIGA AC PIPE REPLACEMENT PROJECT

Issuance Date: **SEPTEMBER 11, 2020**

Closing Date: **OCTOBER 16, 2020**

RFP NO. ASPA20.044.ESD-WTR

APPROVED FOR ISSUANCE BY:

**WALLON YOUNG
EXECUTIVE DIRECTOR**

NOTICE TO OFFERORS

REQUEST FOR PROPOSALS (RFP)

ISSUANCE DATE: SEPTEMBER 11, 2020
RFP No.: ASPA20.044.ESD-WTR
PROJECT: Pavaiai to Futiga AC Pipe Replacement Project
CLOSING DATE/TIME: October 16, 2020 at 2:00PM American Sāmoa Time

The American Samoa Power Authority (ASPA) hereby issues this Request for Proposals (“RFP”) to evaluate, negotiate, and award a contract for the provision, construction and replacement of AC pipelines in the villages of Pavaiai and Futiga American Sāmoa. This project is part of ASPA’s efforts to improve its service to the people of American Sāmoa. The project is fully funded by the United States Environmental Protection Agency (USEPA). This contract shall include all services as described in the SOW. Offerors shall provide sufficient written and verifiable information that responds to the requirements set forth herein and in the Scope of Work (“SOW”).

You may view this RFP online at ASPA’s website <https://www.aspower.com>. For more information about this RFP, please contact the following person(s):

Renee Leotele Togafau Mata’utia
Procurement Manager
ASPA Procurement Office
PH: 684-699-3057
renee@aspower.com

The American Samoa Power Authority reserves the right to:

1. Reject all proposals and reissue a new or amended RFP;
2. Request additional information from any Offeror
3. Select a firm for award based on other qualifications than “least cost” (e.g. capability to complete work in a timely fashion or proven technical capabilities);
4. Negotiate a contract with the Offeror that is selected for award;
5. Waive any non-material violations of rules set up in this RFP at its sole discretion.

PROPOSAL INVITATION

AMERICAN SAMOA POWER AUTHORITY
P.O. BOX PPB
PAGO PAGO, AS 96799
(684) 699-3057
renee@aspower.com

DATED ISSUED: SEPTEMBER 11, 2020

PROPOSAL INVITATION NO: RFP No. ASPA20.044.ESD-WTR

INSTRUCTIONS:

1. This REQUEST FOR PROPOSAL shall require a **Cost Proposal** to be submitted in a separate sealed envelope, box, or other enclosure
2. All required submittals, including the Cost Proposal must be addressed to the ASPA Procurement Manager at the above listed address.
3. An original, four (4) hard copies and one (1) PDF of the complete proposal must be received at the ASPA Procurement Office no later than **October 16, 2020 @ 2:00pm American Samoa Time.**
4. The envelope or box must be labeled **“RFP No. ASPA20.044.ESD-WTR Pavaiai to Futiga AC Pipe Replacement Project”**
5. **Late submittals will not be opened or considered and will be determined as non-responsive.**
6. Any and all **pre-proposal questions** and/or clarifications shall be submitted to Renee Leotele Togafau Matautia by email at renee@aspower.com or by hard copy no later than Wednesday, September 23, 2020 at 2:00PM.
7. ASPA shall issue addenda to address questions and/or clarifications as necessary.

NOTE TO OFFERORS:

This proposal is subject to the attached General Terms and Conditions of **“RFP No. ASPA20.044.ESD-WTR Pavaiai to Futiga AC Pipe Replacement Project”**.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule of the cost proposal. In consideration of the expense to the American Samoa Power Authority in opening, tabulating, and evaluating this and other proposals, and other considerations such as the schedule, the undersigned agrees that this proposal shall remain firm and irrevocable within **One Hundred and Twenty (120)** calendar days from the closing date to supply any or all of the items for which prices are quoted.

Signed: _____

Date: _____

AMERICAN SAMOA POWER AUTHORITY

SPECIAL REMINDER TO PROSPECTIVE OFFERORS

OFFERORS are reminded to read the Proposal Invitation Instructions and General Terms and Conditions attached to the RFP and to verify that each submittal requirement (see boxes to be checked below) of the RFP is enclosed in the submittal envelope prior to the date and time of proposal opening.

[X] 1. PROPOSAL FORMS

- a. Proposal Invitation Form (Page 4)
- b. Proposal Transmittal Form (Attachment A)
- c. OFFERORS Qualification Sheet (Attachment C)
- d. Disclosure Statement (Attachment D)
- e. Non-Collusion Statement (Attachment E)

[X] 2. BOND FORMS

- a. Bid Bond Security Instructions (Attachment F)
- b. Bid Bond Form (Attachment G) or cashier's check for 10% of the total bid amount
 - i. All Bid Bonds must be in the form included in the Contract Documents. The Bid Bond and all other surety bonds required by ASPA, to be valid, must be accompanied by:
 - a) Current certificate of Authority issued by the insurance commissioner of the State where the surety has its primary place of business together with evidence acceptable to ASPA that applicable bonds will be valid in American Samoa.
 - b) Power of Attorney issued by the Surety to the Resident General Agent.
 - c) Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

NOTICE TO ALL INSURANCE AND BONDING INSTITUTIONS

All bonds must be accompanied by or include, as applicable, the signatures of the Offeror, two (2) Major Officers of the Surety and the Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the **American Samoa Power Authority**, it should be accompanied with copies of the following:

- A. Current Certificate of Authority to do business in American Samoa issued by the Department of Treasury-Revenue and Taxation.
- B. Power of Attorney issued by the Surety to the Resident General Agent.
- C. Power of Attorney issued by two (2) Major Officers of the Surety to whoever is signing on their behalf.

The Bid Bond must be effective no later than the bid opening date. The Performance Bond and Payment Bond must be dated and executed effective on or after the date that a construction contract is entered into between such Offeror and ASPA. The NOTICE TO PROCEED will not be transmitted to the Contractor until all required bonds are in place. Failure

to obtain required bonds within a reasonable amount of time may result in contract termination and damages recoverable by ASPA.

[X] 3. BUSINESS LICENSE

Per **Section XVII** of this document, the Offeror shall submit a current American Samoa business license, or must be able to obtain an American Samoa business license prior to the execution of a contract under this RFP.

[X] 4. TECHNICAL PROPOSAL

The Technical Proposal shall comply with all requirements in the Scope of Work as outlined in Attachment B of this document and must follow format describe under this RFP.

[X] 5. CONTRACT COST PROPOSAL

The Offeror shall submit a separately sealed cost proposal for the proposal.

[X] 6. SPECIAL REMINDER FORM

This form must be completed and submitted.

All required forms must be signed and returned with the proposal envelope. Failure to comply with these requirements may result in disqualification or rejection of the proposal.

I, _____ the duly authorized representative of _____, acknowledge receipt of this special reminder to prospective offerors together with "**RFP No. ASPA20.044.ESD-WTR Pavaiai to Futiga AC Pipe Replacement Project**" as of this date, _____ 2020.

Signature of Offeror's Representative

GENERAL TERMS AND CONDITIONS

FOR

PAVAIAI TO FUTIGA AC PIPE REPLACEMENT PROJECT

I. INTRODUCTION

This project will replace existing AC pipes from Pavaiai to Futiga. AC pipes are brittle and extremely susceptible to leaks which, in turn, pose a safety and health hazard to the residents of American Sāmoa. In addition to replacing these existing AC pipes, the project will also improve water pressure and ensure protection of drinking water from contaminant intrusion into the system; thereby guaranteeing safe drinking water for the community, as well as maintaining compliance with USEPA requirements.

II. PROJECT BACKGROUND INFORMATION

This project will involve installation of 8" PVC water lines to replace the existing 8" AC pipelines. This will also include installation of gate valves, ARV's, blow-off valves, PRV's, fire hydrants and all other appurtenances necessary for the satisfactory completion of the project. It will also involve the testing and disinfection of the new water lines and the transfer of all existing customers to this new water main.

The main pipes will be installed adjacent to the existing streets and when possible, as near as practical to the existing water lines. Service laterals will be constructed to serve customers currently on the existing system.

The intent of this RFP is to have an agreement based on the successful completion of the SOW (Attachment B).

III. AUTHORITY

- A. ASPA was formally established through legislative action by the American Samoa Government (ASG) in 1981.
- B. ASPA generates and distributes electrical power and provides water, wastewater, and solid waste services for the islands of American Samoa:
 - 1. As a separate and semi-autonomous authority, ASPA was established to afford better accountability for the utilities' operations and cost of service.
 - 2. ASPA is governed by a five-member Board of Directors which are appointed by the Governor of American Samoa and confirmed by the legislature.
 - 3. ASPA's utility rates are developed and promulgated in accordance with ASG Administrative Procedures Act (ASCA § 4.1001 et. seq.) and specific guidelines within the Public Utility Regulatory Policies Act ("PURPA") for electricity.

IV. PROPOSAL DOCUMENTS

Proposal Documents including plans and specifications may be obtained from the ASPA Procurement Office located in Tafuna. Offerors must submit qualification documents together with their proposal package. ASPA reserves the right to reject or eliminate any proposal from the process if the offeror does not meet minimum qualifications.

V. SUBMITTALS

- A. Completed "SPECIAL NOTICE TO PROSPECTIVE OFFERORS" form
- B. The contractor will provide a cost bid as outlined on Attachment L, the "Bid Form".
- C. The contractor will provide information as required on Attachment D, the "Offeror Qualification Sheet Information Form".
- D. The contractor will provide the signed Disclosure Statement as required on Attachment E.
- E. The contractor will provide the signed Non-Collusion Statement as required on Attachment F.
- F. The contractor will provide a 10% bid bond or cashier's check and the Bid Bond Security Form as provided in Attachment H.
- G. The Bid Invitation Form (Page 4).
- H. The Bid Transmittal Form as provided on Attachment A.

VI. DATE/TIME/PLACE OF PROPOSAL SUBMITTAL AND PROPOSAL OPENING

- A. Each Offeror must submit its proposal in a sealed envelope addressed to:

Renee Leotele Togafau Matautia
Procurement Manager
P.O. Box PPB
Pago Pago, AS 96799
renee@aspower.com

- B. An original, four (4) hard copies and an e-copy of the proposal must be received in the Office of Procurement on or before **September 15, 2020 at 2:00 p.m. American Samoa time.**
- C. **Late submittals will not be opened or considered and will be determined as non-responsive.**
- D. All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFP and in accordance with the SOW.
- E. All enquiries or issues concerning this procurement must be submitted in **writing only** to the Procurement Manager. Non-compliance with this condition during the bid solicitation and evaluation period may be sufficient reason for bid disqualification.

VII. PRE-PROPOSAL QUESTIONS

- A. Any pre-proposal questions and/or clarifications shall be submitted in writing to Procurement Manager, either by hard copy or by email to renee@aspower.com
- B. Pre-proposal questions must be received no later than **September 23, 2020 @ 2pm** American Samoa Time. ASPA will then issue addenda to address any questions and/or clarifications as may be necessary.

VIII. ADDENDA

- 1. ASPA reserves the right to issue addenda for any changes to this RFP.

2. OFFERORS will be required to send a signed "Receipt of Addenda" to ASPA for each addendum that may be issued.

IX. PROPOSAL PREPARATION INSTRUCTIONS

The response to this RFP shall include, but need not be limited to, the information described below. All information submitted shall pertain to the legal entity, subsidiary, or affiliate which will execute the ultimate construction contract.

All Offerors shall provide a collated binder that includes tab separators. Electronic Copy is also required. Offeror shall provide sufficient written and verifiable information that responds to the requirements of the RFP, and in accordance with the SOW. The binder shall be organized as follows;

- 1. Transmittal Form** (Letter on Offeror's Letterhead)

The Offeror shall submit a completed Attachment A "Proposal Transmittal Form"

- 2. Tab 1 – Proposal Submission Forms**

The Offeror shall complete and include in Tab 1 all required forms as provided for in this RFP (refer to item 1 of the Special reminders to Offeror page 5).

- 2.1 Offeror's Qualifications Form** (Attachment C)

- i. The Offeror shall furnish satisfactory evidence and the requisite experience, ability, including sufficient capital, facilities and plant, which are necessary to prosecute the work successfully and promptly within the terms set forth in the RFP.
- ii. The Offeror shall submit additional documentation regarding the qualifications of the firm.
- iii. The Offeror shall list and submit a dossier of personnel qualifications and professional credentials.
- iv. The Offeror shall submit a list of three or more references and a project history to document a minimum of seven (7) years of specifically related experience.

- 2.2 Licenses**

The Offerors must hold an appropriate and current professional certification and business licenses for the requested professional services. A copy of any and all professional certifications and business licenses is required in this Tab.

Licensed engineer must provide proof

- 2.3 Security**

The Offerors must include in this Tab all bonds required provided for under this RFP (refer to item 2 of the Special reminders to Offeror page 5).

- 3. Tab 2 – Technical Proposal**

The Offeror shall submit a full and detailed Technical Proposal, as required in this RFP, which describes the goods, services, and procedures that completely addresses the requirements presented in the Scope of Work (Attachment A).

3.1 Project Overview

The proposal shall include a description of the Offeror's understanding of the Project. The Proposal shall include a statement acknowledging the Scope of Work. To demonstrate an understanding of the Scope of Work, the Consultant shall develop an outline description of project deliverables and include it as an appendix to the Proposal. As a minimum, this should include a description of proposed technical memoranda, report deliverables, and a preliminary list of drawings.

3.2 Project Approach

The Proposal shall provide a detailed description of the proposed approach to the Project as described above. The description shall include details to implement the tasks described in the Scope of Work. The Offeror is encouraged to provide comments and enhancements to the scope provided in the RFP. The Proposal shall include a discussion regarding the Project's technical issues and the Offeror's approach to handling these issues. Emphasis should be placed on how the Offeror's technical approach will promote the Project's success.

3.3 Management Approach

The Proposal shall include a discussion regarding the Offeror's management approach, including coordination and monitoring of project schedule, cost, risk, scope, communications, quality, resources, and other management issues that the Offeror feels should be addressed. The Offeror's approach to quality control shall be clearly described in this section as well.

3.4 Staff Qualifications

This section must include the qualifications of the staff that you will assign to this project after your firm is selected. At a minimum, the proposal should include:

- Name of the designated Project Manager
- Organizations name, functional discipline, and responsibilities of project team members
- Complete resume' and/or description of each team member's education, professional experience, length of time employed by your firm and/or subcontractor
- Copies of license(s) -

ASPA has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the offeror. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If ASPA rejects staff or sub-contractors, the offeror must provide replacement staff or sub-contractor satisfactory to ASPA in a timely manner and at no additional cost to ASPA.

ASPA will make no diversion or replacement without submission of a resume' of the proposed replacement with final approval.

The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of the all sub-contractors together with a description and percentage of the work being sub-contracted are to be provided. The offeror assumes full liability for the performance of all subcontractors.

The proposal must indicate similar projects that have been completed by the members of the team. At least three client references, including name, description of past working relationship, and current contact information, shall be listed for each key individual who is proposed in the organizational chart.

3.5 Firm Experience and Capabilities

Provide ASPA with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business
- Describe in detail your firm's experience with similar projects, as well as any prior and/or ongoing experience or familiarity with ASPA's water related projects
- Provide any additional information you wish to call to the ASPA's attention with respect to your firm's qualifications
- Please specify similar qualifications for all proposed subcontractors

Proposal shall include profiles of similar projects that the firm(s) and proposed team members have completed the last fifteen (15) years including project name, date, description and capacity of project, location, construction cost, and client reference including phone number. For each project, indicate which proposed team members worked on the project and describe the role/work they performed and their levels of involvement.

ASPA reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of ASPA, ASPA reserves the right to reject the proposal.

3.6 Project Schedule

The Offeror shall confirm that the work can be done within the schedule required under this RFP. The Offeror shall prepare a schedule conforming to the Project Specifications (Attachment I), with no exceptions, showing all major project tasks, milestones, and deliverables required to complete all work.

3.7 Proposal Price

The bid price shall include everything necessary for the prosecution and completion of the work and fulfillment of the Contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendents, labor and services, and field design, except as may be provided otherwise in the Contract Documents.

Estimated quantities, if any, set forth on the Form of Bid are estimates only, being given only as a basis for the comparison of bids, and ASPA does not warrant, expressly or by implication, that the actual amount of Work will correspond to the estimated quantities. ASPA reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as ASPA may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the Form of Bid shall be the actual number of unit items provided or performed under this Contract.

All prices shall be in legible figures written in ink or typed. Lump sum bid items and unit price bid items shall be stated in United States of America dollars and cents omitting digits more than two places to the right of the decimal point (e.g., \$720.74).

3.8 Confirmation of Subcontractors

The Offeror shall provide letters of intent from each of the nominated subcontractors and a clear description of the services proposed including any limitations. (See Section 3.4 Staff Qualifications)

3.9 References

Provide:

- List or describe representative clients currently or recently served focusing on clients in similar size and complexity to ASPA
- Provide the current name, address, telephone number and contact person of at least six (6) specific references your firm has served within the past fifteen (15) years; preferably those in which one or more of the members of your project team provided the same or similar services as requested herein
- Indicate the scope of services provided to each referenced client

4. Tab 3 – General Terms and Conditions

The Offeror must provide a description of any and all proposed deviations from the ASPA General Terms and Conditions.

5. Tab 4 – Financial Capability Requirement

1. Offerors must have the financial capability to build the project, Offerors must provide the following information

- a. Audited financial statements, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - c. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of the date of the this RFP.
2. If the Bidder is a joint venture, the financial information required by ASPA must be provided by each member of the joint venture.
 3. Bank references to demonstrate that the offeror has access to or has available liquid assets, lines of credit and other financial means to meet liquidity.
Dollar value of pending and ongoing projects and projected completion dates.

6. Tab 5 – Additional Information

The Offeror may include additional information, including company and product brochures.

ASPA reserves the right to reject any proposal when, in its opinion, the Proposer has insufficient experience, responsibility, skill, financial standing or business standing to perform the proposed service in strict compliance with the specifications, or when the information provided by the Proposer is deemed by the SEB as insufficient for making a judgment. (*See also* Section 3.5 Firm Experience and Capabilities)

ASPA also reserves the right to check on references and to request additional information from any Proposer to assist ASPA in its consideration of the proposals.

X. CONTRACT AND PAYMENT TERM

- A. The term for this contract is **294 calendar days**.
- B. The contract term shall be initiated by the issuance of a Notice to Proceed by ASPA at which time a contract completion date will be established.
- C. Successful Offeror shall agree to have ASPA retain 20% of the Contract amount, which will be retained by ASPA from each monthly invoice/pay application submitted by the contractor for approval of payment, for a period of 30 days after the successful completion of the project.

XI. TYPE OF CONTRACT

- A. The successful Offeror will provide services to ASPA under a combination of Firm-Fixed Price and Unit Price, itemized contract agreement.
- B. The successful Offeror shall be an independent contractor and not an agent or employee of the American Samoa Power Authority.
- C. The successful Offeror shall furnish the necessary personnel, materials, insurance, licenses, permits, equipment, ground transportation to and from work areas, and otherwise do all things necessary to perform the work and services specified in the SOW and to the satisfaction of ASPA's Project Engineer.
 - 1. The Contractor must at all times comply with all applicable workman's compensation, occupational disease, occupational health and safety laws, statutes, and regulations to the full extent applicable.
 - 2. ASPA will not be held responsible in any way for claims filed by the successful Offeror or its employees for services employed under the terms of this RFP or the contract.

XII. BASIS FOR SELECTION

Proposals will be evaluated by a Source Evaluation Board ("SEB"). SEB members shall be nominated by the Procurement Manager and approved by the Executive Director. Submission of a proposal shall constitute a waiver of any challenge or dispute of the SEB members, as well as the choice of methodology set forth on the SEB score sheets. The award will be made by ASPA in accordance with the evaluation criteria set forth herein and with ASPA's Procurement Rules.

A determination shall be made by the SEB of those responsible Offerors whose proposals are susceptible of being selected for award. Discussions may be conducted by the SEB with those responsible Offerors whose proposals are determined to be responsive and responsible to the RFP. These discussions shall only be conducted for the purpose of obtaining clarification from the Offeror on its proposal to ensure full understanding of and responsiveness to the RFP requirements. Discussions shall be conducted individually with each offeror and care shall be exercised to ensure that no information derived from competing offeror's proposals is disclosed. All Offerors with whom discussions are conducted shall be accorded an opportunity to revise their proposals in response to specific clarifications based on the discussions. Unless the Procurement Manager determines that satisfactory evidence exists that a "mistake" has been made, as set forth in Procurement Rules §3-114, Offerors will not be permitted to revise their proposals after proposal opening.

The results of the evaluation will be documented, and written recommendation by the SEB will be sent to the Procurement Manager. Recommendation for award is sent to the Executive Director, Grantor (if any) and Board of Directors (as necessary).

ASPA reserves the right to make the award to the offeror that submits the proposal, which meets the requirements set forth herein and is in the best interests of ASPA after taking into consideration the aforementioned factors. ASPA also reserves the right to select portions of a proposal, or to reject any and all proposals.

XIII. EVALUATION CRITERIA

A. The proposal must contain responses to Proposal Requirements. Points indicated are the number that can be achieved for each respective component.

Category	Category Weight	Category Score
1. PRICE	40	
2. TECHNICAL ABILITY - Qualifications and experience on projects of similar size and scope	25	
3. PAST PERFORMANCE -Reference checks -Demonstrated history of completing projects on schedule and within budget	15	
4. FINANCIAL ABILITY -Submittal of a current balance sheet and supporting lender commitment letters -Full and detailed description of proposed financing structure for the project -All required information as stated in Section 5 – Tab 4, and Attachment J	10	
5. STAFF QUALIFICATIONS -Experience in similar projects -Track record in the team’s ability to perform similar projects -References	10	

Individual SEB member evaluations will remain confidential.

B. ASPA reserves the right to make the contract award to the Offeror that submits the proposal which best meets the requirements set forth herein and which is in the best interest of ASPA after taking into consideration the aforementioned factors.

XIV. QUALIFICATION OF OFFERORS

- A. At minimum, the Offeror shall submit the information required by the Offeror's Qualification Form (Attachment C) and section XXIV.
- B. ASPA may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work.
- C. The Offeror shall furnish to ASPA such additional information and data for this purpose as ASPA may request, or the proposal may be deemed non-responsive.

XV. MULTIPLE PROPOSALS—COLLUSION

- A. If more than one Proposal is submitted by any one party or in the name of its clerk, partner, or other person, all Proposals submitted by said party may be rejected by ASPA.
- B. If requested by ASPA to do so, an Offeror may submit an alternate Proposal.
- C. If ASPA believes that collusions exists amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration.
- D. Proposals in which the proposed costs and fees are unreasonably high or unrealistically low may be rejected at ASPA's sole discretion.

XVI. BUSINESS LICENSE

- A. An Offeror from elsewhere other than American Samoa shall be appropriately licensed in accordance with the state and/or country of the Offeror's origin and shall be skilled and regularly engaged in the general type and size of work called for under this RFP.
- B. The successful Offeror shall possess a currently valid American Samoa Business License prior to the execution of this contract.

XVII. CONTRACT DOCUMENTS

- A. The Contract Documents which govern all work set forth by this RFP consist of the following:
 - 1. This RFP
 - 2. All Attachment, Exhibits and Appendix to this RFP
 - 3. All addenda to this RFP;
 - 4. The Contract (or the Agreement).
 - 5. The following which may be issued on or after the Effective Date of the Agreement and are not attached to this RFP, to wit; Notice to Proceed, Written Amendments, Field Orders, Work Change Directives and Change Orders.
 - 6. There are no Contract Documents other than those listed above.

XVIII. OFFEROR'S UNDERSTANDING

- A. Each Offeror must inform itself of the conditions relating to the execution of the work.
- B. The Offeror will make itself thoroughly familiar with all the Contract Documents prior to execution of the Agreement.

- C. Each Offeror shall inform itself of, and the Offeror awarded the Contract shall comply with, federal and territorial statutes and ordinances relative to the execution of the work, including but not limited to, applicable regulations which concern the following:
 - 1. Wage rates;
 - 2. Non-discrimination in the employment of labor;
 - 3. Protection of public and employee safety and health;
 - 4. Environmental protection;
 - 5. Historic preservation;
 - 6. Protection of natural resources;
 - 7. Fire protection;
 - 8. Burning and non-burning requirements;
 - 9. Permits and fees;
 - 10. Similar subjects.
- D. The Offeror agrees to a proposal by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

XIX. WITHDRAWAL OF PROPOSAL

- A. Any proposal may be withdrawn prior to the scheduled time for the opening of Proposals by notifying ASPA in a written request.
- B. No Proposal may be withdrawn after the time scheduled for opening of Proposals.

XX. OPENING AND EVALUATION OF PROPOSALS

- A. In accordance with Procurement Rule § 3-110, Proposals will be opened and recorded as part of the RFP record.
- B. All Proposals will be opened at the ASPA Procurement Conference Room in Tafuna, American Samoa or in another location as designated by the ASPA Procurement Manager in Writing.

XXI. EXECUTION OF CONTRACT

- A. Upon receiving ASPA's Notice of Award, the successful Offeror must sign and deliver the Contract to ASPA, together with any other documents as may be required by ASPA.

XXII. RFP CONDITIONS

- A. This RFP does not commit ASPA to award a contract or to pay any costs incurred in the preparation of this proposal.
- B. The American Samoa Power Authority reserves the right to do the following:
 - 1. Reject any Offeror for being non-responsive to the Proposal requirements which are contained in this RFP;

2. Reject all proposals and reissue an amended RFP;
 3. Request additional information from any Offeror submitting a proposal;
 4. Select an Offeror for award based on other than “least cost” criteria (e.g. capability to complete work in a timely fashion or substantive and relevant work experience);
 5. Negotiate a contract with the Offeror selected for award;
 6. Waive any non-material violations of rules in this RFP.
- C. ASPA reserves the right to issue any addendum to this RFP, after which the following steps will be followed:
1. OFFERORS shall send ASPA a signed Receipt of Addenda from confirming the receipt of any Addendum;
 2. OFFERORS shall submit any additional information as is required by any Addendum;
 3. If any Offeror fails to acknowledge the receipt of any such Addendum, the Offeror’s proposal shall be considered irregular and will be accepted by ASPA only if it is in ASPA’s best interest;
 4. If any Addenda are not received prior to submittal of the Offeror’s Proposal, a Supplementary Proposal may be submitted in order to revise the original Proposal;
 5. Supplementary Proposals must be received by ASPA prior to the scheduled time for the opening of Proposals.

XXIII. OFFEROR’S QUALIFICATION DATA

- A. It is the intention of ASPA to award the contract only to an Offeror who is able to furnish satisfactory evidence that the Offeror has the requisite experience and ability, including sufficient capital, facilities, and employees, which are necessary to prosecute the work successfully and promptly and to complete it within the terms set forth in the contract.
1. Please provide past project experience on similar projects to the Pavaiai to Futiga AC Pipe Replacement Project.
 2. Please list experience in American Samoa and/or in similar remote locations with limited infrastructure.
 3. Please list any sources/suppliers/manufacturers of materials and prefab elements.
 4. Please provide recommendations that might help improve the project overall in terms of maintenance and operations.
- B. The Offeror shall complete and submit the Offeror’s Qualification Form (Attachment C), as part of the total proposal package.

XXIV. AWARD OF CONTRACT

- A. Within forty (40) calendar days after the opening of offers, unless otherwise stated in the Notice to Offerors, ASPA will accept one of the offers in accordance with the

selection criteria. The acceptance of the offer will be by written Notice of Award, mailed or delivered to the office designated in the proposal. In the event of failure of the lowest responsive, responsible offeror to sign and return the Contract with acceptable payment and performance bonds, as prescribed herein, ASPA may award the contract to the next lowest responsive, responsible qualified offeror. Such award, if made, will be made within ninety (90) days after the opening of proposals. Before a Contract is finalized, ASPA may require the apparent low offeror to submit a complete statement of the origin, composition, manufacture and availability of replacement parts and services for any or all materials to be used in the work, together with samples. These samples may be subjected to the tests provided for in these Contract Documents to determine their quality and fitness for the work.

XXV. PAYMENT

A. **General.** In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of the Contract, ASPA will pay the Contractor in United States dollars for all such goods and services delivered or rendered pursuant to the Contract on the basis of percentage of completion for lump sum items and unit price for all other items, all as more particularly described in the Contract.

B. **Partial Payments.** Partial Payments may be made from time to time as provided in the Contract. Partial payments shall not be construed to affect the right, hereby reserved, of ASPA to reject the whole or any part of any work, should such work be later found not to comply with the provisions of the Contract. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by ASPA and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amount of the partial payments.

Before the first working day of each calendar month, the Contractor shall prepare a detailed estimate of the amount earned for the separate portions of the work for review and approval by ASPA. As used in this Section, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

C. **ASPA's Right To Withhold Amount.** In addition to any other amount which ASPA may otherwise retain hereunder or under the Contract, in the event the successful Offeror is in material breach of the Contract, ASPA may withhold all or part of any payment or payments otherwise due the Contractor if ASPA reasonably determines such additional withholding is necessary to ensure Contractor's compliance with the agreed upon terms of the contract.

D. **Qualification For Partial Payment For Materials Delivered.** Materials, as used herein, shall be considered those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to ASPA will be qualified for partial payment. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to submit to the Engineer, at least seven (7) days prior to the end of said

month, a list of such materials. At his sole discretion, the Engineer will approve items for which partial payment is to be made. Invoices of suppliers must support the Contractor's actual net cost for the materials. Proper storage and protection shall be provided by the Contractor, and as approved by an ASPA engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work. Partial payments will include surface shipping costs to American Samoa. Bills of lading will be provided by the Contractor to determine actual shipping costs. Partial payments shall not exceed Sixty percent (60%) of material and shipping costs. No payment will be made for on-island transshipment to work site.

XXVI. CONTRACTOR'S LICENSE

- A. Offerors who are not from American Samoa shall be licensed in accordance with the provisions of their respective state and country and shall be skilled and regularly engaged in the general type and size of work called for under this RFP. The selected Offeror shall have an American Samoa Business license prior to execution of the Contract. Offerors from American Samoa shall be licensed in accordance with the American Samoa rules and regulations for Contractors.

XXVII. PRIMARY OFFEROR

- A. The award, if made, will be to a single Offeror. The selected primary Offeror will be responsible for successful performance of all subcontractors and support services offered in response to this Bid. Furthermore, the ASPA will consider the primary Offeror to be the sole point of contact regarding contractual matters for the term of the Agreement. The Offeror must not assign financial documents to a third-party without prior written approval by ASPA, and an amendment to the resulting Agreement.

XXVIII. SUBCONTRACTOR

- A. Any Subcontractor that the Offeror chooses to use in fulfilling the requirements of this RFP, and which is expected to receive more than ten percent (10%) of the value of the Agreement, must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable.

Nothing contained in the resulting Agreement shall create any relationship between ASPA and any Subcontractors, and no subcontract shall relieve the Offeror of its responsibilities and obligations. The Offeror is fully responsible to the Government for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them.

The Prime Offeror's obligation to pay its subcontractors is an independent obligation from ASPA's obligation to pay or to enforce the payment of any money to any subcontractor. Offeror is solely responsible for any payments to or claims made by subcontractor.

The Offeror must not change Subcontractor(s) if such changes conflict with the work to be performed under this contract. ASPA recognizes that changes to

Subcontractor(s) may be necessary and in the best interests of ASPA, however, advance notification of a contemplated change and the reasons for such change must be made to ASPA no less than ten (10) Business Days prior to the existing Subcontractor's termination. If this should occur, the Offeror should be aware that the ASPA contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing Subcontractor(s). This also includes any changes made between submittal of the Final Offer and actual start of the contract.

ASPA will not compensate the Offeror for any of the Offeror's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the contract.

XXIX. LISTING OF SUBCONTRACTOR

- A. All offers shall include the names of each firm to be engaged by the offeror as a subcontractor in the performance of the Contract. The nature and scope of work to be performed by such subcontractor shall also be included. ASPA shall not be responsible for payment to any joint contractor or subcontractor. ASPA only recognizes its contractual payment obligations to the successful offeror.

XXX. PROOF OF COMPETENCY OF SUBCONTRACTOR

- A. Any offeror may be required to furnish evidence, satisfactory to ASPA, that proposed subcontractors have sufficient means, equipment, and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

XXXI. BUSINESS INSURANCE

- A. The Contractor shall obtain the insurance coverage designated herein and pay all costs associated therewith. Such insurance shall be for the coverage, amounts, and limits as set forth in section (B) below. Before commencing the Work, the Contractor shall furnish ASPA with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. The Contractor's insurance shall be maintained for the full period of the Agreement.

In the case of a breach of any provision of this section, ASPA, at its option, may take out and maintain, at the expense of the Contractor, such insurance as ASPA may deem proper and may charge the Contractor with such amounts due. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the Agreement.

- B. During the term of the Agreement the Contractor shall maintain such public liability and property damage insurance, and automobile public liability and property damage insurance that shall protect the Contractor from claims for damages for personal injury, including accidental death, as well as from claims for direct property damage, which may arise from negligent operations under the Agreement, whether such operations are by itself or by a subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows

1. Workmen's Compensation: The Contractor shall maintain such statutory amounts of workmen's compensation insurance as are set forth in the American Samoa Code Annotated and American Samoa Administrative Code.
2. Employer's Liability: The Contractor shall maintain employer liability insurance in the amount of Two Million (\$2,000,000 USD).
3. Public/General Liability: Public/General liability shall include coverage for wrongful death claims, and shall not exclude coverage for explosion, collapse, or underground exposure.
 - a. The Contractor shall maintain public/general liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
 - b. The Contractor shall maintain public/general liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence or coverage that is equivalent as currently available.
4. Automobile Liability:
 - a. Bodily/personal injury. The Contractor shall maintain automobile liability insurance covering third party bodily/personal injury in the amount of Five Hundred Thousand Dollars (\$500,000 USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
 - b. Property damage. The Contractor shall maintain automobile liability insurance covering property damage in the amount of Five Hundred Thousand Dollars (\$500,000USD) per person/per occurrence with an aggregate of One Million Dollars (\$1,000,000 USD).
5. Builder's Risk Insurance: Unless otherwise modified, the Contractor shall secure and maintain during the life of the Agreement, builder's risk insurance coverage for one hundred percent (100%) of the Agreement amount. Such insurance shall include coverage for earthquake, landslide, flood, windstorm, collapse, or loss due to results of faulty workmanship, and shall provide for losses to be paid to the Contractor and ASPA as their interests may appear.

XXXII. REQUIRED REPORTS

- A. In addition to any requirements specified in the SOW, the Contractor shall also provide a monthly report of services completed. Monthly reports for the previous month shall be submitted to the Project Engineer before the 10th day of each new month for verification prior to sending to any other ASPA office including the Accounting Division.
- B. The winning Contractor is required to submit a QA/QC Plan and a Safety Plan to ASPA's Project Engineer before construction starts. These plans will be submitted to USEPA for approval.

XXXIII. AMERICAN SAMOA LICENSES, PERMITS, TAXES AND IMPORT DUTY

- A. The Contractor shall be cognizant of and comply with all American Samoa Government (“ASG”) laws and ordinances pertaining to licenses, permits, tax structure and import duties. Additionally, the Contractor shall:
1. Have or obtain an ASG business and contractor’s license as may be required by applicable law to perform the required contractual work. Over-the-highway vehicles require American Samoa Licenses. Operator’s licenses are required;
 2. Be cognizant that American Samoa is a protectorate of the United States located outside the jurisdiction of the U.S. Customs and U.S. Immigration Department. The Contractor’s equipment that will be returned to the United States will be subjected to customs or import duty unless properly manifested before shipment from the United States. Excise Tax on equipment to be incorporated into the project or used on this project may be waived upon written request. Should the Contractor elect to sell the equipment locally upon completion of the contract or to use the equipment for other than this project rather than shipping the equipment away from American Samoa, the equipment will then be subject to the appropriate duty rate. Equipment imported for use other than on this project is also subject to local tax; and
 3. Comply with the Workmen’s Compensation Act and maintain a compliant Health and Safety Plan. A copy of this plan shall be provided to ASPA.

XXXIV. ADDITIONAL AMERICAN SAMOA REGULATIONS

- A. Offerors are advised of the following:
1. Foreign Labor: Contractors must exercise good judgment in recruiting skilled foreign labor. Unskilled labor used on the project shall be American Samoa residents and/or granted permission by law to work in American Samoa. The Contractor shall conform to the current immigration laws and Codes of American Samoa.
 2. Social Security for Aliens: Alien technicians brought in to perform the work will be required to register and receive a social security number if they do not already possess one.
 3. Necessary Inoculations: Inoculations shall be as required by the United States Public Health Service. It will be the Contractor’s responsibility to determine that these inoculations are obtained prior to entry from any foreign country or possession.
 4. Costs of Transportation: The Contractor will be expected to include in its bid, among other things, the cost of transporting equipment, materials and personnel to and from American Samoa.
 5. Labor and Material Furnished by ASPA: No labor and materials will be furnished by ASPA. Certain materials and equipment may be made available to Contractor for its use and access, but only in the sole discretion of ASPA. Offerors should not assume when preparing bids that ASPA material and equipment will be available for their use.

6. Equipment and Project Warranty and Maintenance Requirements: All bids should include the cost of a one-year equipment and workmanship warranty, or length of warranty specified in the project specifications, attached hereto as Attachment I. Warranties shall include the cost of all parts, labor, equipment, shipping, and onsite visits to repair or replace any deficient equipment, material, or workmanship and include, at a minimum, at least one site visit by the contractor within 1 year of substantial completion ordered at ASPA's sole discretion.

XXXV. TIME IS OF THE ESSENCE

- A. Time is of the essence in completing the work to be performed under the contract. Delays and extensions of time will not be allowed, and a penalty fee of **\$1,000** per day shall be assessed for not meeting any of the milestones agreed upon between ASPA Project Engineer and the contractor based on the project schedule and shall consist of (at a minimum) pre-construction submittals, equipment shipping, construction of major project components, and final training and start-up services.

XXXVI. REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENTS

- A. By submitting a bid, each Offeror represents that it has not knowingly influenced and agrees that it will not knowingly attempt to influence any ASPA employee to breach any applicable ethical standards and represents that it has not violated, it is not violating and promises that it will not violate the prohibition against gratuities and kickbacks set forth in § 9-103 of ASPA Procurement Rules or other applicable law.

XXXVII. REPRESENTATION REGARDING CONTINGENT FEES

- A. The offeror represents that it has not retained a person to solicit or secure an ASPA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XXXVIII. COMPLIANCE WITH LAWS

- A. Offerors who are awarded a contract under this solicitation shall comply with the applicable standards, provisions and stipulations of all pertinent Federal and/or local laws, rules and regulations relative to the performance of this contract and the furnishing of goods.

XXXIX. USE OF SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.

- A. All offerors must commit to taking affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

XL. COMPLIANCE WITH FEDERAL REGULATIONS

- A. The Work will be funded by one or more federal agencies. As such, all offerors must agree to comply with applicable federal laws and regulations, including, but not limited to
 1. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60);
 2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
 3. The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5);
 4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5); and
 5. Applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

XLI. VENUE AND CHOICE OF LAW

- A. **Venue:** The obligations of the parties hereto are performed in American Samoa, and if legal action is necessary to enforce same, exclusive venue shall be within American Samoa.
- B. **Governing Law:** This contract shall be governed by and construed in accordance with the laws and case decisions of American Samoa.

XLIII. ERRORS IN THE RFP

- A. If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the bidder should immediately provide ASPA with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, ASPA may modify the document prior to the closing date by issuing an addendum.

If prior to the closing date for submissions, a bidder knows or should have known of an error in the RFP but fails to notify ASPA of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

ATTACHMENT A
PROPOSAL TRANSMITTAL FORM

Date: _____

AMERICAN SAMOA POWER AUTHORITY

To Whom It May Concern:

The undersigned (hereafter referred to as the Offeror) hereby proposes and agrees to furnish all of the requested submittal and proposal information pertaining to

RFP NO.20.044.ESD-WTR
“PAVAIAI TO FUTIGA AC PIPE REPLACEMENT PROJECT”

in accordance with the Scope of Work (Attachment B), General Terms and Conditions, and other procurement requirements specified in this document for the prices stated in the itemized proposal form(s) attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized proposal form attached hereto.

The undersigned has read and understands the proposal requirements, and is familiar with and knowledgeable of the local conditions at location(s) where the work is to be performed. The Offeror has read the Request for Proposal Instructions and General Terms and Conditions attached to ascertain that all of the requirements (see check boxes) of the cost proposal are submitted in the proposal envelope, with five copies, at the date and time for proposal opening. (See Page Five of this document, “SPECIAL REMINDERS TO PROSPECTIVE OFFERORS” to verify that all four submittal requirement boxes have been checked.)

Signed Seal

Date

ATTACHMENT B

SCOPE OF WORK

(Attached Separately)

ATTACHMENT C

OFFEROR QUALIFICATION FORM

1. NAME OF ORGANIZATION	
2. BUSINESS ADDRESS	
3. TELEPHONE	
-EMAIL ADDRESS	
-FAX NUMBER	
-TAX IDENTIFICATION NUMBER	
4. PRIMARY & SECONDARY CONTACT PERSON	
5. TYPE OF BUSINESS (Please check one)	Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/>
<i>Note: For Corporations – Articles of Incorporation Certification must be on record with the Treasurer of American Sāmoa. Copies of partnership agreements and articles of incorporation must be submitted to the revenue branch with application form and relevant documents. Aliens cannot operate sole ownership enterprises and partnerships with aliens are subject to immigration board review.</i>	
6. PLACE OF ORGANIZATION OR STATE OF INCORPORATION	
7. OWNER’S NAMES & ADDRESSES (IF NOT A CORPORATION)	

<p>8. FOR CORPORATIONS: Names & Addresses of Directors, Officers, and Stockholders with 20% or greater interest in the company</p>	
<p>9. US STATES & TERRITORIES WHERE COMPANY IS REGISTERED AS A FOREIGN CORPORATION</p>	
<p>10. List all projects of similar scope and extent to which the Offerer has conducted within the past five-years; provide the dollar value contract amount for each project. And list project owner contact information for reference inquiries.</p>	
<p>-Location and Date of Project</p>	
<p>-Nature and Scope of Contract (provide brief description)</p>	
<p>-Name and address of awarding agency or owner for which work was performed</p>	
<p>-Name and address and phone number of contact person for the agency</p>	
<p>-Contract Amount</p>	
<p>-Start and End date</p>	
<p>-Date of Completion</p>	
<p>-Was project completed within schedule and budget? If not, why?</p>	

-If project was not completed, please explain why	
-Was contract performed under joint venture, if so with whom & under what arrangement?	
<p>11. List the names of supervisory personnel to be employed on the work under this Contract, including the qualifications and experience record for each. Personnel resumes may be included with the Offeror's proposal submittal.</p>	
-Name	
-Qualifications/Experience	
<p>12. List the names and addresses of at least three (3) references, one of which should be a bank or other lending institution, governmental agency, or bonding company.</p>	
-Name of Reference	
-Address and Contact Information	

ATTACHMENT D

DISCLOSURE STATEMENTS

This form must be completed by all offerors and submitted with the proposal.

I _____,
(Name of owner or partner- all partners must complete a form)

of _____ the Offeror, that has submitted the attached
(Name of Company)

proposal:

(Complete one of the two following statements)

1. I **have no** immediate relatives (parents, children or siblings) who are currently employed by the American Samoa Power Authority (ASPA) or the American Samoa Government (ASG)

(Signed) (Title)

2. I **have** immediate relatives (parents, children or siblings) who are currently employed by ASPA or the ASG.

Their names and positions in are as follows.

Name	Relationship to Offeror	Position in ASPA

(Signed) (Title)

Note: It is not against ASPA procurement rules for the relatives of government employees to bid on and receive government contracts provided they disclose such relationships at the time of bidding.

ATTACHMENT E

NON-COLLUSION AFFIDAVIT OF PRIME OFFEROR

I, _____, being first duly sworn deposes and says that:

1. He/She is _____
(Owner, Partner, Representative or Agent)

of _____
(Company Name)

of Offeror that has submitted the attached bid.

2. He is fully informed regarding the preparation and contents of the attached bid and of all pertinent circumstances regarding such bid.

3. Such bid is genuine and is not a collusive or false bid.

4. Neither the said Offeror nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or false bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against American Samoa Power Authority or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, 20__

(Signed)

(Title)

My Commission expires _____, 20__

ATTACHMENT F

BID BOND SECURITY INSTRUCTIONS

The Bid Bond Security in the sum of 10% of the total bid amount must accompany each Bid and shall be furnished to the American Samoa Power Authority as a guarantee and will be retained until the written contract between the Contractor and ASPA is executed and the performance and labor and materials payment bonds are furnished by the Contractor. If the Contractor fails to enter into a written contract, ASPA will retain the Contractor's Bid bond as liquidated damages, but not as a penalty.

ATTACHMENT G
BID BOND SECURITY FORM

KNOW ALL PERSONS BY THOSE PRESENT that _____, as Principal, hereafter called the "Principal," and _____, a duly admitted insurer under the laws of the Territory of American Samoa, as Surety, hereinafter called the "Surety", are held firmly bound unto the American Samoa Power Authority (ASPA) for the sum of

_____ dollars (\$_____), for payment of which in lawful money of the United States, will and truly to be made, the said Principal and the said Surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation such that, whereas the Principal has submitted a proposal for:

RFP No. ASPA20.044.ESD-WTR Pavaiai to Futiga AC Pipe Replacement Project

This project will replace existing AC pipes, which are brittle and highly susceptible to leaks, posing a safety and health hazard to residents of American Sāmoa.

Offerors must provide a document that specifically and completely addresses work tasks as specified in the Scope of Work ("SOW")

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands on this bid bond this _____ day
of _____, 2019.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Resident Agent:

By: _____
Name: _____
Title: _____

Address for Notices:

Address for Notices:

NOTE: The signature of the person executing this Bid Bond must be notarized. If an attorney-in-fact executes the bid bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the bid bond.

ATTACHMENT H

PERFORMANCE AND PAYMENT BOND INSTRUCTIONS

Based on the Bonding Tier Requirements listed below, a Performance and Payment Bond must be provided within a reasonable time after the execution of the written contract. Both bonds shall be in the amount of \$_____ (total project cost). The costs of said bonds shall be included in the contract price. The Performance Bond and Payment Bond must remain in force until the work is completed.

Tier 1: A 20% retainage is required for contracts greater than \$35,000 but less than or equal to \$5,000,000

Tier 2: The contractor shall provide 100% performance and payment bond by a company licensed in American Sāmoa or the United States for contracts greater than \$5,000,000 and a 10% retainage fee.

The Performance Bond will be in force until the work is completed following the Notice to Proceed.

The undersigned understands that the American Samoa Power Authority reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the American Sāmoa Power Authority.

RESPECTFULLY SUBMITTED BY:

(OFFEROR SIGNATURE)

(BY)

(TITLE)

(BUSINESS ADDRESS)

ATTACHMENT I
PERFORMANCE BOND FORM

No. _____

KNOW ALL MEN BY THESE PRESENTS

That _____
(Full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
(Surety name & complete address including Zip Code)

a corporation organized and existing under in the laws of the Territory of American Sāmoa, with its principal office in the City/Village of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address + Zip Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____ Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract the American Sāmoa Power Authority for _____

(Project name and Project number)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contractor.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then the obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension provided the same be within the scope of the contract. Whenever Contractor shall be and is declared by the American Samoa Power Authority to be in default under the Contract, the American Samoa Power Authority having performed territorial obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; and
2. Shall save the Owner harmless from any claims, judgments or liens arising from the Surety's failure to remedy the default or to complete the contract in accordance with the terms and conditions in a timely manner; or
3. Obtain an offer or offers for completing Contract in accordance with its terms and conditions, and upon determination by the American Samoa Power Authority and the Surety jointly of the lowest responsive, responsible Offeror, arrange for a contract between such Offeror and the

American Samoa Power Authority, and make available as work progresses (even though there should be a default under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other cost and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms balance of the contract price, as use in this paragraph shall mean the total amount payable by the American Samoa Power Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the American Samoa Power Authority to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the American Samoa Power Authority or successors of the American Samoa Power Authority.

[Signature Page Follows]

Signed and sealed this ____ day _____ of 20 ____.

(PRINCIPAL) SEAL

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(RESIDENT GENERAL AGENT)

ATTACHMENT J

AUDITED ACTUALS FOR PREVIOUS THREE (3) YEARS ENDING 2018-2019

We have verified the Audited Financial Statements and other relevant records of _____ (Name of the Offeror) and certify the following:

A. AUDITED ANNUAL TURNOVER OF LAST 3 YEARS

YEAR	AMOUNT (USD)
YEAR 1: 2018-2019	
YEAR 2: 2017-2018	
YEAR 3: 2016-2017	

B.. WORKING CAPITAL AS PER LAST AUDITED FINANCIAL STATEMENT

DESCRIPTION	AMOUNT (USD)
1. CURRENT ASSETS	
2. CURRENT LIABILITIES	
3. WORKING CAPITAL (CURRENT ASSETS- CURRENT LIABILITIES)	

C. ADDITIONAL INFORMATION

DESCRIPTION	AMOUNT (USD)
TOAL DEBT (INCLUDING CURRENT LIABILITIES/TOTAL EQUITY (INCLUDING PREFERRED CAPITAL)	

INSTRUCTIONS:

1. Offeror shall provide the audited financial statements as required for this Tender. Failure to do so would result in the Proposal being considered as non-responsive.
2. For the purpose of this document:
 - a) Annual Turnover shall be "Sale Value / Operating Income"
 - b) Working Capital shall be "Current Assets less Current Liabilities"
 - c)
3. This certificate is to be submitted on the letter head of a Certified Public Accountant

ATTACHMENT K

PROJECT SPECIFICATIONS

(Attached Separately)

ATTACHMENT L

**PROJECT DRAWINGS
(Attached Separately)**

ATTACHMENT M

ITEMIZED COST PROPOSAL BID FORM

(Attached Separately)